DOCUMENT #5556 12
ADOPTED

MEMORANDUM MARCH 11, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL BARRETT, DIRECTOR

FROM: BRIAN DELOREY, ASSISTANT DIRECTOR
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER

SUBJECT: MEMORANDUM REQUESTING THAT THE DIRECTOR BE AUTHORIZED TO ENTER INTO AND DELIVER A LICENSE AGREEMENT TO THE CHARLESTOWN COMMERCE CENTER PERMITTING THE USE AND OCCUPANCY OF PARCEL P-8A-1 FOR THE PURPOSES OF PROVIDING OFF-STREET PARKING FOR ITS TENANTS AT 50 TERMINAL STREET, CHARLESTOWN.

Parcel P-8A-1 consists of 126,000 square feet and is located on Terminal Street abutting the Little Mystic Channel and is situated across from Moran Terminal and the Charlestown Commerce Center. This area of the Little Mystic was developed by the Mass. Department of Public Works as a boat launch and parking lot. Due to its remote location, the facility is rarely if ever used, has become a security and maintenance problem, and serves as repository for stolen vehicles.

CCC Realty Trust of Charlestown has recently purchased the 400,000 square foot Charlestown Commerce Center. The company is currently leasing office space to numerous firms wishing to remain in Boston but are hampered by the lack of parking available on site (50 spaces). CCC Realty Trust has formerly requested permission to utilize this parking site to accommodate additional 100 vehicles on a 30 day license basis. Proposed terms of the agreement call for a monthly license fee of $750.00 and would be similar to those executed by the BRA in the past. If granted this opportunity, CCC Realty Trust agrees to assume all maintenance expenses including cleaning, security and electricity charges pertaining to the licensed area. Arrangements will be made to allow access to the launch facility abutting the property, and parking will be provided for visitors, customers, and employees only.

It is therefore recommended, that the Director be authorized to enter into and deliver a license agreement to CCC Realty Trust permitting the use and occupancy of Parcel P-8A-1 located on Terminal Street in Charlestown for the purposes of providing off-street parking for its tenants of the Charlestown Commerce Center, 50 Terminal Street, Charlestown.

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VOTED: That the Director be and hereby is authorized to enter into and deliver a license agreement to CCC Realty Trust permitting the use and occupancy of Parcel P-8A-1 located on Terminal Street in Charlestown for the purposes of providing off-street parking for its tenants of the Charlestown Commerce Center, 50 Terminal Street, Charlestown.

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LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

CCC REALTY TRUST

This Agreement, entered into this _____ day of April, 1993 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Licensor, and CCC Realty Trust 50 Terminal Street, Charlestown, MA 02129, hereinafter referred to as the Licensee.

WHEREAS, the licensee has expressed interest in a portion of the property known as Parcel P-8A-1 located on Terminal Street, as shown on the map attached hereto and made a part thereof, Exhibit A, "License Area"; and

WHEREAS, the Licensee wishes to occupy the License Area for the purposes of providing approximately 100 off-street parking spaces for its tenants at said location;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purposes of providing approximately 100 off-street parking spaces.

The parties hereto agree as follows:

1) The term of this License shall commence at April 1, 1993 and shall terminate at April 1, 1994 or when no longer required by the Licensee, or is terminated by either party upon written notice at no cost or expense to the other party, whichever shall first occur.

2) The License Fee shall be Seven Hundred Fifty ($750.00) Dollars per month, payable in advance on the first day of each month, commencing April 1, 1993. Upon execution of this Agreement, the Licensee shall deposit with the Licensor a sum equal to one month's license fee, to be retained by the Licensor until Sixty (60) days after the termination of this agreement in order to ensure the satisfactory completion of all terms and conditions of this Agreement. No interest shall be paid to the Licensee on said deposit.

3) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

4) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licensor the Licensee shall initiate and complete

all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

5) The Licensee shall be required to carry for the term of this Agreement Comprehensive General Liability Insurance, insuring the Licensee and Licensor against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than Five Million ($5,000,000) Dollars. The Authority shall be named as an additional insured on all policies obtained in connection with this Agreement.

6) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

7) The Licensee agrees to assume all maintenance expenses including sewer, water, phone, and electricity charges pertaining to the License Area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area, whether called charges, assessments, fees, or otherwise, for utility services, water and sewer use.

8) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

9) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

10) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

11) In no event shall any of the activities hereby licensed under this agreement any way threaten damage to nearby utilities or buildings.

12) The Licensee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation.

13) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

14) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

15) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.

16) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

17) This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.

18) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area.

19) The License Area is to be used exclusively for the purposes of providing approximately 100 off-street parking spaces for use by licensee's tenants, visitors, employees, and customers of the Charlestown Commerce Center located at 50 Terminal Street.

20) The Licensee shall assume all maintenance expenses including cleaning, security and electricity charges pertaining to the licensed area. Arrangements will be made to allow access to the launch facility abutting the property, and parking will be provided for visitors, customers, and employees only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Paul L. Barrett, Director

CCC Realty Trust

By: _____

Donato Pizzuti, Trustee

APPROVED AS TO FORM:

_____

Robert F. McNeil
Chief General Counsel

CHARLESTOWN
URBAN RENEWAL
AREA R-55
PARCELS P-8A
P-8A-1
TERMINAL ST
P-8A-1
PROPOSED
PARKING
SITE
107,000 SQ.FT.±
EXHIBIT "A"